

STATE OF IDAHO
DEPARTMENT OF HEALTH AND WELFARE
ACCESS TO RECOVERY – IDAHO
RECOVERY SUPPORT SERVICES PROVIDER AGREEMENT

1. Purpose. This Recovery Support Services Provider Agreement is entered into by and between the State of Idaho, Department of Health and Welfare, Division of Family and Community Services, Substance Abuse Program, Access to Recovery – Idaho Program (the Department), and

(Name of Provider)

(Address)

The purpose of this Provider Agreement is to implement Recovery Support Services for Eligible Recipients, in partnership with the Provider, and in compliance with the Access to Recovery – Idaho Grant and Manual, as may be amended from time to time. The Manual is hereby incorporated into this Provider Agreement. The Department’s Management Services Contractor, Business Psychology Associates (BPA), will issue vouchers to Providers in the name of Eligible Recipients, to be redeemed in payment for authorized Recovery Support Services. The parties mutually agree to the following terms and conditions:

2. Definitions.

2.1. “Department.” The Idaho Department of Health and Welfare or designee.

2.2. “Eligible Recipient.” An individual who:

- a. Has or had a diagnosis under the DSM-IV of Substance Dependence or Substance Abuse;
- b. Has income up to one hundred seventy-five percent (175%) of the federal poverty level; and
- c. Is a member of an Access to Recovery – Idaho priority population, which are Under Court Supervision (Criminal or Child Protection), Hispanic, Enrolled Tribal Member, and Adolescent age twelve (12) through seventeen (17).

2.3. “Provider.” A proprietorship, partnership, corporation, organization, individual or other legal entity that offers Recovery Support Services in compliance with this Provider Agreement.

2.4. “Recovery Support Services.” Approved non-clinical substance abuse services designed to engage and maximize the ability of Eligible Recipients to be successful in their recovery, and to live productively in the community.

3. Services to be Provided. The Provider agrees to furnish the following services to Eligible recipients:

___Case Management

- _____ Family and Marriage Life Skills Education
 - _____ Transportation
 - _____ Child Care
 - _____ Staffed Safe and Sober Housing - Adult
 - _____ Transitional Housing – Adolescent
 - _____ Alcohol or Drug Testing, or both
 - _____ Other Services listed in the Access to Recovery – Idaho Manual, specifically
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4. Service Delivery and Reimbursement.

4.1. The Provider is responsible for ensuring compliance with this Provider Agreement. Services may be provided only by the Provider, its qualified employees, volunteers and subcontractors in compliance with this Provider Agreement and the Access to Recovery – Idaho Manual. The Department, through BPA, shall determine whether individuals are Eligible Recipients and shall recommend appropriate Recovery Support Services to Eligible Recipients.

4.2. Eligible Recipients have the right to choose among approved and qualified Recovery Support Services Providers. The Provider shall advise Eligible Recipients that they may contact BPA if they are dissatisfied with the services they are receiving.

4.3. Recovery Support Services shall be provided at a time and location that is convenient and suitable for the Eligible Recipient. The Provider shall ensure that Recovery Support Services are scheduled to ensure that services can be implemented effectively. The Provider shall maintain the capacity to provide coverage or backup in the absence of the assigned employee, volunteer or subcontractor.

4.4. The Provider agrees to accept vouchers for Eligible Recipients who are appropriate for the Provider's services, based on the Provider's ability to meet their needs.

4.5. If the Provider transports an Eligible Recipient in a private vehicle, the Provider shall follow all laws regarding the operation of a motor vehicle, and shall maintain liability insurance to cover the Eligible Recipient in compliance with this Provider Agreement.

4.6. BPA shall issue vouchers for approved services to the Provider in the name of the Eligible Recipient. Services that are not authorized by BPA through a voucher are not payable. Reimbursement is subject to review to ensure that billed services were rendered, were necessary to support recovery and were provided in accordance with Access to Recovery – Idaho standards. Once approved services are provided to an Eligible Recipient and BPA is billed in compliance with the Access to Recovery – Idaho Manual, BPA will reimburse the services within thirty (30) days of billing.

4.7. The Provider agrees to provide authorized services at the rates identified in the Access to Recovery - Idaho Manual. The Provider agrees that the Department-approved rates are in full payment for services provided, and that an Eligible Recipient is not responsible for any additional charges.

4.8. The Provider shall notify an Eligible Recipient and BPA when the Eligible Recipient is being discharged from Recovery Support Services.

4.9. If the Provider is a faith-based organization, the Provider, employees and subcontracts shall:

- a. Segregate contract funds in a separate account;
- b. Ensure that Eligible Recipients' participation in religious activities, including worship, scripture study, prayer or proselytization, is only on a voluntary basis;
- c. Notify Eligible Recipients of the religious nature of the organization, their right not to take part in religious activities, their right to request an alternative provider, and the process for doing so.

5. Administrative Requirements.

5.1. The Department may develop, offer and may require the Provider to participate in training. The Provider's expenses to attend the training are the responsibility of the Provider and are not billable, unless otherwise specified by the Department.

5.2. Providers who do not furnish Case Management services shall cooperate with the Provider of Case Management services (CM) chosen by the Eligible Recipient.

5.3. Every Case Management Provider shall collect the following federal Government Performance Results Act (GPRA) data on each Eligible Recipient: abstinence from drug and alcohol use, employment and education criminal and criminal justice (re-arrest), family and living environment, social support, and access to and retention in clinical treatment or Recovery Support Services in compliance with GPRA frequency requirements.

5.4. Prior to delivering case management services, the CM Provider shall submit case management plans to BPA for initial and subsequent authorization.

5.5. Every Provider shall comply with the Department's Criminal History Background check rules, IDAPA 16.05.06.

5.6. The Provider shall inform the Department within forty-eight (48) hours if any owner, employee, volunteer or subcontractor is charged with criminal conduct, or accused of fraudulent, negligent or abusive conduct in the provision of Recovery Support Services.

6. Confidentiality.

6.1. The Provider, employees, volunteers and subcontractors shall maintain the confidentiality requirements of Substance Abuse information in compliance with 42 CFR Part II, and shall comply with the Department's Use and Disclosure rules at IDAPA 16.05.01.

6.2. The Provider, its employees, volunteers and subcontracts shall not disclose identifying information to third parties regarding Eligible Recipients without the written authorization of the individual, except as authorized by law, rule, or as required by BPA to monitor or authorize services.

This section does not apply to review of Provider records by the Department, BPA or federal oversight entities described in the following sections.

7. Records.

7.1. The Provider shall maintain documents verifying that each employee, volunteer or subcontractor who provides services has the qualifications required by the Access to Recovery – Idaho Manual. The Provider shall also document the services provided in the permanent record of each Eligible Recipient, including date, the nature of the service, the individual who provided the service, and the duration of the service. These records shall be made available to the Department, BPA, federal or state auditors, and the U.S. DHHS Substance Abuse Mental Health Services Administration, Center for Substance Abuse Treatment.

7.2. The Provider shall regularly report to BPA the Recovery Support Services provided and types of service for each Eligible Recipient in a format, timeframe and method specified by BPA.

7.3. The Provider shall maintain all records and documents related to this Provider Agreement for a period of three (3) years from the date of final payment. If an audit, litigation or other action involving the records is initiated before the three (3) year retention period has expired, the Provider shall maintain the records until all issues are resolved, or for an additional three (3) years, whichever is later. During this retention period, the Provider shall provide full access for inspection, review and audit.

8. Notice.

8.1. The Provider shall keep the Department informed in writing of its current address.

8.2. Notice sent to the address on file with the Department shall be presumed to have been received by the Provider.

8.3. Notice to the Department is to be provided to Scott Addison, Access to Recovery – Idaho Project, Idaho Department of Health and Welfare, P.O. Box 83720, Boise ID 83720-0036.

8.4. Notice to BPA is to be provided to 300 East Mallard Drive, Suite 350, Boise, ID 83706.

9. General Provisions.

9.1. This Provider Agreement may only be amended by the written consent of the parties.

9.2. The failure of either party to require strict performance of any term of this Provider Agreement shall not be construed to be a waiver of that term. All requirements shall remain in full force and effect unless there is a written amendment of the Provider Agreement by the parties.

9.3. The Provider's status is that of an independent contractor and not that of an agent or employee of the Department or the State of Idaho. The Provider is responsible for the recruitment, hiring, firing, training, supervision, scheduling and payroll for its employees, subcontractors, and to the extent applicable, volunteers.

9.4. The Provider is responsible for employment-related expenses and benefits, including worker's compensation, unemployment compensation, FICA taxes, all state and federal tax withholding for its employees, and any employer costs for pensions, health and life insurance.

9.5. The Provider shall maintain, at Provider expense until all work specified in the Provider Agreement is completed, commercial general liability insurance in the amount of \$500,000 per occurrence, or the equivalent. This insurance shall include personal injury liability coverage and blanket contractual liability coverage. Each annual aggregate limit shall not be less than \$1,000,000 when applicable, and shall be endorsed to apply separately to each job site or location. The Provider shall comply with all limits, terms and conditions of this insurance. This insurance coverage shall include the State of Idaho, Department of Health and Welfare, and its divisions, officers and employees as additional insureds but only with respect to the Provider's activities under this Provider Agreement.

9.6. If the Provider transports Eligible Recipients, the Provider shall maintain, at Provider's expense, auto liability insurance with a limit of not less than five hundred thousand dollars (\$500,000) per occurrence, covering owned, non-owned and hired vehicles. This coverage may be written in combination with commercial general liability insurance.

9.7. The Provider shall furnish certificates of insurance to the Department prior to beginning work under this Provider Agreement. The certificates of insurance shall specify all of the additional insureds or loss payees. The Provider shall be responsible for all deductibles, self-insured retentions, and self insurance.

9.8. The Department shall indemnify, defend and save harmless the Contractor, its officers, agents, employees, and subcontractors from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others or any employee of the Department caused by or arising out of the Department's negligent or otherwise wrongful performance, act, or omission of any term of the Contract. Nothing in this provision shall extend the liability of the Department beyond that provided in the Idaho Tort Claims Act, Idaho Code Sections 6-901 through 6-929.

9.9. The Contractor shall indemnify, defend and save harmless the State of Idaho, and the Department, its officers, agents, and employees, from and against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever, including injury or death of others or any employee of the Contractor or subcontractor caused by or arising out of the Contractor's negligent or otherwise wrongful performance, act or omission under the Contract or Contractor's failure to comply with any state, federal or local statute, law, regulation, or rule.

9.10. In no event shall any official, officer, employee or agent of the State of Idaho or the Department be liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, the Provider Agreement.

9.11. The Provider Agreement shall be governed by and construed under the laws of the State of Idaho.

10. Effective Date and Term of the Provider Agreement.

10.1. This Provider Agreement is effective when it is signed by all parties, or at a later date as specified in an amendment.

10.2. The Provider shall not perform or bill for Recovery Support Services until the Provider Agreement is effective.

10.3. The Provider Agreement shall remain in effect for as long as the Department receives an Access to Recovery grant or other sufficient appropriation, or until the Provider Agreement is terminated, whichever is earlier.

11. Remedies and Termination.

11.1. The Department may require one or more of the following remedial actions, taking into account the nature of any deficiency, if Recovery Support Services do not comply with this Provider Agreement: 1) consult with the Provider to resolve the deficiency informally; 2) require the Provider to take corrective action to achieve compliance; 3) withhold payment of vouchers for non-qualifying services; 4) withhold payment or recoup payment of an overpayment or duplicate payment; or 5) remove Eligible Recipients from participation in the Provider's services.

11.2. Either party may terminate this Provider Agreement without cause by giving thirty (30) days' notice in writing to the other party. In the event of termination by the Department, the Department's sole obligation shall be to tender payment for services provided prior to the date of the notice of termination. In the event of termination, neither the Department nor BPA is under any obligation to refer Eligible Recipients to the Provider for Recovery Support Services.

The undersigned have read and understand this Provider Agreement, and agree to be bound by its terms.

PROVIDER

DEPARTMENT OF HEALTH AND WELFARE ACCESS TO RECOVERY – IDAHO

by:

by:

Authorized Agent

Department Designee

Date

Date